

# **SCHEDULE A ADDENDUM TO THE SERVICE LEVEL AGREEMENT BETWEEN UTAH INTERACTIVE AND THE DEPARTMENT OF COMMERCE**

This document will serve as the latest Schedule A addendum to the Service Level Agreement with the Department of Commerce ("the Agency") and Utah.gov ("the Network"), the state electronic government portal managed for the state by Utah Interactive LLC. ("Network Manager") as an initiative of the State of Utah, adding the Agency transactions or services to the Network.

## **License Management System (LMS) for the Division of Real Estate**

### **AGREEMENTS**

1. Access By the Network Manager The Agency authorizes the Network Manager, to provide electronic access, in accordance with this agreement. The description of service is as follows:

Utah Interactive (UI) will develop a website that will be the online equivalent of the current paper "change card" process that the Division of Real Estate uses. The website will allow an agent to request a change in license status or to transfer from one agency/company to another. Agents will also be able to change their address and order license histories.

2. Record Classification and User Access The Agency represents to the Network Manager the record classification: ~~Private~~ or Public

The Network Manager certifies that they will offer the following security and authorization for access to the application outlined above:

This application will reside on a secure server that uses Secure Socket Layer (SSL) that will encrypt data transmission.

3. Record Access and Computer Programs. The Network Manager shall be responsible for costs and expenses in establishing access to the records to Users and Administrators, including without limitation, the cost for purchasing or developing and maintaining all programs used to interface with the Agency computer programs. Computer programs used by the Network Manager shall:
  - a. Protect information from unauthorized access;
  - b. Provide access to records to Administrators on a timely basis in an accurate, understandable and logical format acceptable to the Agency;
  - c. Be tested by the Network Manager and the Agency, and approved before it is offered to the public.
4. Use messages. If required by the agency, the Network Manager shall cause the Network to require Users to signify online that they will comply with any restriction on use of the records required by law, as amended from time to time. Such user agreements will be in the form of a use message displayed online, with a required positive response, all as captured in a log file, prior to the User being permitted to further search or view the record.
5. Transaction Logs. The Agency shall have access to the Network's Transaction Log for the purpose of auditing the collection and dissemination of the Agency's records.
6. Payment and Collection.
  - a. Collection: The Network Manager shall be responsible for the collection of payment information online and making that information available to the Agency. The Agency will be responsible for the collection of the

payments and any associated accounts necessary to collect those payments. A transaction fee will be assessed to every transaction and paid to the Network Manager as compensation for the maintenance of the application according to the chart below. The Network Manager, for the identified records, may charge no additional amounts without the prior written agreement of the Agency, and the Network. The Network Manger hereby represents to the Agency, that it believes the following charges will fairly and reasonably recompense the Network Manager in order to make the Agency's application a success:

Project	the Network Manager Charge
Upfront Development Fee	\$55,340
Ongoing Transaction Fee	\$1.50 per payment transaction

7. Records and Finances. All Network documents and records maintained by the Network Manager relating to the Agency records shall be available for inspection; auditing and copying by the agency or other authorized representatives.
8. Efficiency Gain Calculation. The Agency will establish a baseline cost for the processing of payments both prior to making the enhanced service available and after the service is made available to estimate the cost savings of offering this service.
9. Funding Source. The Agency is required to declare in advance the source of funds used for this project. Please indicate in the blank which lettered statement is true about your funding source. If neither of these choices is true about your funding source, then the Network Manger may not be able to perform the work for the Agency. The Network Manager will rely upon your statement in determining whether it can or cannot perform this work for the Agency.

Declaration of funding source: a

- a. "The Agency affirms that no federal funds are being used to finance this project." or,
- b. "Federal funds are being used to finance the project but no federal funds are being used that requires the Network Manager to assign all right, title and interest in any part of the work or deliverables, including any work allegedly made for hire, to any other entity, individual, or to the public domain. Special federal funding requirements, if any, are included as an attachment."

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officials or officers.

The Agency, Department of Commerce

By Francine J. Giani  
Francine Giani, Executive Director

Date 11/28/06

The Network Manager

By Carrie Gott  
Carrie Gott, General Manager

Date 11/29/06

The Network

By Jolet Olsen  
Jolet Olsen, Business Services Manager

Date 11/30/06



## Utah Interactive, LLC

30 E. Broadway, Suite 300  
Salt Lake City, Utah 84111  
(801) 983-0275 / phone  
(801) 983-0282 / fax

### Partner

Division of Real Estate  
160 East 300 South,  
Salt Lake City, Utah  
Contact: Derek Miller

## Work Order

WORK ORDER NUMBER	11222006
WORK ORDER START	
WORK ORDER END	

### Approval Instructions:

1. If you have any questions concerning this work order call Utah Interactive at (801) 983-0275.
2. If the work order is accepted please sign two copies and return to Utah Interactive.

**Scope of Work:** Utah Interactive (UI) will develop a website that will be the online equivalent of the current paper "change card" process that the Division of Real Estate uses. The website will allow an agent to request a change in license status or to transfer from one agency/company to another. Agents will also be able to change their address and order license histories.

### Development Fees

#### Upfront Fees

Total Cost not to Exceed

\$55,340.00

### Monthly Transaction Fees

#### Rate per Transaction

Rate charged only for transactions that are associated with a Credit Card Transaction.

\$1.50

\* Monthly Transaction fees begin at deployment and run as long as the application is being hosted by Utah Interactive. The Fees include application support, administrative support, minor text and layout changes. Additional functionality changes will be handled through a pre-approved Change Order. Monthly Transaction fees are billed at the beginning of each month for the prior months transactions and can be terminated with a 30 day notice.

This offer is valid for 30 days and is subject to the T&M Standard Terms and Conditions. The signatures below indicates acceptance of this agreement by individuals authorized to commit the Partner and Utah Interactive, LLC.

Accepted By Derek Miller

Signature [Signature]

Date 11/28/06

Utah Interactive, LLC

Signature Carrie Gott

Date 11/29/06

### Billing Instructions:

This is a time and materials type contract, payable in three installments; 50% at commencement, 25% at completion of development, and 25% at deployment. Utah Interactive, LLC shall use its reasonable efforts to accomplish the above stated scope of work. Invoices shall be paid Net 30 days.